

# **COUNTY OF LOS ANGELES**

### DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE ALHAMBRA, CALIFORNIA 91803-1331 Telephone: (626) 458-5100 www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO: P.O. BOX 1460 ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE
REFER TO FILE. VM-5

December 5, 2006

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, CA 90012

Dear Supervisors:

COOPERATIVE AGREEMENT BETWEEN
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND
LOS ANGELES DEPARTMENT OF WATER AND POWER
GROUNDWATER AUGMENTATION AND ENHANCEMENT PROJECTS IN
THE SAN FERNANDO GROUNDWATER BASIN
SUPERVISORIAL DISTRICT 3
3 VOTES

# IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:

- 1. Find that the Cooperative Agreement with the Los Angeles Department of Water and Power (DWP) proposed herein is exempt from the provisions of the California Environmental Quality Act (CEQA).
- 2. Authorize the Chief Engineer of the Flood Control District (District), or his designee, to enter into a Cooperative Agreement with DWP upon DWP receiving authorization from its Board of Commissioners to execute the Cooperative Agreement with the District, substantially similar in form and content to the Cooperative Agreement enclosed herewith as Enclosure A, to conduct joint studies and design work over a three-year period for various groundwater augmentation and enhancement projects in the San Fernando Groundwater Basin (San Fernando Basin).

The Honorable Board of Supervisors December 5, 2006 Page 2

3. Authorize the Chief Engineer of the District, or his designee, to contribute \$200,000 in cash from funds available in the Fiscal Year 2006-07 Flood Control District Budget toward the total cost of the joint studies and design work estimated at \$3,700,000.

### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

We are recommending your Board's authorization to enter into a Cooperative Agreement with DWP to jointly conduct and fund studies and design work for various groundwater augmentation and enhancement projects in the San Fernando Basin. The studies and design work will evaluate opportunities and develop final project design plans to capture, retain, and recharge local storm and urban runoff in the Tujunga and Sun Valley Watersheds that overlie portions of the San Fernando Basin.

The District, pursuant to the Los Angeles County Flood Control Act, owns and manages flood control and water conservation facilities in the County of Los Angeles including the San Fernando Basin. There is an ongoing interest and commitment by the District to partner with local agencies to maximize water conservation and groundwater recharge benefits. DWP is a municipal utility that possesses water rights in the San Fernando Basin and is pursuing opportunities to augment groundwater supplies. The proposed cooperative work with DWP will evaluate and investigate opportunities to increase and enhance groundwater supplies through developing new water conservation facilities and implementing operational improvements with possible expansion of the existing facilities in the San Fernando Basin, including those identified in the Sun Valley Watershed Management Plan that was adopted by the Board in May 2004.

The scope of the cooperative work will include assessment of project alternatives that will integrate multipurpose benefits such as flood protection, water quality enhancement, and passive recreation opportunities. Our partnership with DWP will improve our ability to identify and evaluate potential projects that will increase the sustainability of local water supplies and help ensure future local involvement toward the implementation, operation, and maintenance of groundwater augmentation projects identified in the San Fernando Basin.

The Honorable Board of Supervisors December 5, 2006 Page 3

### Implementation of Strategic Plan Goals

This action meets the County's Strategic Plan Goals of Fiscal Responsibility and Organizational Effectiveness by developing a partnership with a local agency to effectively collaborate efforts and leverage our resources to complete studies and design work for projects in the San Fernando Basin. This action is also consistent with the Strategic Plan Goal of Service Excellence by improving the quality of life for citizens of the County of Los Angeles by identifying and evaluating potential methods of increasing the local groundwater supplies to reduce our reliance on imported water.

### FISCAL IMPACT/FINANCING

The total cost of the joint studies and design work is estimated at \$3,700,000. The District will provide \$200,000 in cash and \$2,000,000 of in-house support. The District's cash share amount of \$200,000 is available in the Fiscal Year 2006-07 Flood Control District Budget. DWP will provide \$1,200,000 in cash and \$300,000 of in-house support to fund the remaining cost of the joint studies and design work. There will be no impact to the County's General Fund.

### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Enclosed is a draft Agreement between the District and DWP. It will be reviewed and approved as to form by County Counsel.

### **ENVIRONMENTAL DOCUMENTATION**

The approval of a Cooperative Agreement and funding toward the cooperative work with DWP is exempt from the provisions of CEQA. This action meets the criteria set forth in Sections 15060(c)(2), 15061(b)(3), and 15306 of the State CEQA guidelines.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval to enter into a Cooperative Agreement and to provide funding toward the proposed joint studies and design work will not have a negative impact on the current level of services provided by the District or by the County of Los Angeles.

The Honorable Board of Supervisors December 5, 2006 Page 4

## CONCLUSION

Please return three adopted copies of this letter to Public Works.

Respectfully submitted,

DONALD L. WOLFE Director of Public Works

KYL:sv

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Enc.

cc: Chief Administrative Office

County Counsel

# COOPERATIVE AGREEMENT 47558 BETWEEN THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND THE LOS ANGELES DEPARTMENT OF WATER AND POWER REGARDING WATER SUPPLY AUGMENTATION IN THE SAN FERNANDO BASIN

### AGREEMENT

This Cooperative Agreement 47558 (hereinafter referred to as AGREEMENT), is between the Los Angeles County Flood Control District (hereinafter referred to as DISTRICT), and the Los Angeles Department of Water and Power (hereinafter referred to as CITY or LADWP).

### WITNESSETH

WHEREAS, Los Angeles County (hereinafter referred to as COUNTY), is home to approximately ten million (10,000,000) residents who depend on reliable sources of water; and

WHEREAS, two-thirds (2/3) of the water supply of COUNTY is imported from sources outside of the region; and

WHEREAS, in addition to imported water, local water supply is a reliable source of water that depends on groundwater recharged from a variety of sources, including storm flows; and

WHEREAS, DISTRICT is a special district organized and operating under the provisions of the Los Angeles County Flood Control Act; and

WHEREAS, pursuant to the Los Angeles County Flood Control Act, DISTRICT owns and manages flood control and water conservation facilities in the COUNTY, and said efforts result in the capture of storm flows used to replenish groundwater basins in the COUNTY, including the San Fernando Groundwater Basin (hereinafter referred to as SAN FERNANDO BASIN); and

WHEREAS, DISTRICT is committed to minimizing the risk of the occurrence of drought conditions and improving local water reliability in the COUNTY, including those portions of the Tujunga and Sun Valley Watersheds' that overlie portions of the SAN FERNANDO BASIN, by reducing dependence of imported water; and

WHEREAS, the boundaries of the Tujunga and Sun Valley Watersheds' are defined as shown on Exhibit A; and

WHEREAS, in June 2004, the Los Angeles County Board of Supervisors adopted the Sun Valley Watershed Management Plan that was developed through a stakeholder process to mitigate local flooding problems while retaining stormwater

runoff to increase water conservation in the SAN FERNANDO BASIN and maximize recreation, wildlife habitation creation, and stormwater pollution prevention opportunities in the Sun Valley Watershed; and

WHEREAS, the Sun Valley Watershed Management Plan resulted in a system of project components that are designed to collectively meet the objectives established by the stakeholders; and

WHEREAS, LADWP is a proprietary department of the City of Los Angeles and a municipal utility that provides water and electric service to residents, businesses, and industry in the CITY; and

WHEREAS, local groundwater supply is a key resource LADWP has utilized to support approximately fifteen percent (15%) of the CITY'S total water demand; and

WHEREAS, CITY possesses water rights in five (5) local adjudicated groundwater basins with the SAN FERNANDO BASIN being the largest of the five (5) basins; and

WHEREAS, CITY possesses the right to the surface waters of the Los Angeles River and the native groundwater of the SAN FERNANDO BASIN in accordance with the Judgment by the California Superior Court in Case 650079, City of Los Angeles vs. City of San Fernando, et al., dated January 26, 1979; and

WHEREAS, LADWP plans to optimize the use of its local water resources, including groundwater, to reduce its dependence on imported water supplies; and

WHEREAS, LADWP is committed to pursuing opportunities to maximize water conservation and groundwater recharge that will increase the long-term native safe yield of water supply in the SAN FERNANDO BASIN; and

WHEREAS, CITY is the beneficiary of enhanced or increased stormwater recharge that may improve the health of the SAN FERNANDO BASIN and possibly increase the long-term native safe yield and the CITY'S local water supply.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the parties, it is hereby agreed as follows:

### (1) DISTRICT AGREES:

a. To develop the one hundred percent (100%) design plans and specifications for the Hansen Spreading Grounds project, located in the Tujunga Watershed, to modernize and optimize that facility's configuration for enhancing recharge capacity and efficiency for groundwater replenishment of the SAN FERNANDO BASIN. The estimated cost of this design is Four Hundred Thousand and 00/100 Dollars (\$400,000.00) of

- which DISTRICT and LADWP have each agreed to fund Two Hundred Thousand and 00/100 Dollars (\$200,000.00). Three (3) copies of the final design shall be submitted to LADWP.
- b. To develop the one hundred percent (100%) design plans and specifications for the Strathern Pit Multiuse project, based on the project concept described in the Sun Valley Watershed Management Plan, to convert an existing gravel pit to a multipurpose facility dedicated for stormwater retention, treatment, and delivering treated stormwater for groundwater recharge in the SAN FERNANDO BASIN. The estimated cost of this design is Two Million and 00/100 Dollars (\$2,000,000,00) of which DISTRICT has agreed to fund One Million Four Hundred Thousand and 00/100 Dollars (\$1,400,000.00) and LADWP has agreed to fund Six Hundred Thousand and 00/100 **Dollars** (\$600,000.00). Three (3) copies of the final design shall be submitted to LADWP.
- c. To develop a Tujunga Watershed Groundwater Recharge Master Plan (hereinafter referred to as MASTER PLAN), that addresses the short- and long-term opportunities to capture, treat, and store local runoff for the purpose of replenishing the SAN FERNANDO BASIN. The MASTER PLAN shall assess opportunities for optimizing the use of major facilities including Big Tujunga Dam, Hansen Dam, spreading grounds, and gravel pits in the watershed and provide a quantitative evaluation of alternative costs, benefits, constraints, and integration of project alternatives. The estimated cost of this plan is Eight Hundred Thousand and 00/100 Dollars (\$800,000.00) of which DISTRICT and LADWP have each agreed to fund Four Hundred Thousand and 00/100 Dollars (\$400,000.00). Three (3) copies of the final plan shall be submitted to LADWP.
- d. To fund Two Hundred Thousand and 00/100 Dollars (\$200,000.00) to LADWP in Fiscal Year 2006-07 to be used to pay for the costs associated with performing the in-depth concept study described in Section (2), paragraph d., below.
- e. To prepare and send an invoice(s) to LADWP for the monetary funds set forth in Exhibit B and described in Section (2), paragraphs a., b., and c., below.
- f. To deposit funds with LADWP in the amount of the invoice(s) described in Section (2), paragraph f., below, within sixty (60) days of the receipt of said invoice(s) by DISTRICT.

g. To indemnify, defend, and hold CITY and LADWP and its respective officers, employees, and agents harmless from and against any claims, demands, liability, damages, costs and expenses, including, without limitation, involving bodily injury, death or personal injury of any person or property damage of any nature whatsoever, arising out of (i) a breach of DISTRICT'S obligations under this Agreement, or (ii) any act or omission of DISTRICT or its officers, agents, employees, contractors, or subcontractors in the performance of any obligation of DISTRICT under this Agreement.

### (2) LADWP AGREES:

- a. To fund Two Hundred Thousand and 00/100 Dollars (\$200,000.00) to DISTRICT in Fiscal Year 2006-07 to be used to pay for the costs associated with the preparation of the design for the Hansen Spreading Grounds Project, described in Section (1), paragraph a., above.
- b. To fund Six Hundred Thousand and 00/100 Dollars (\$600,000.00) to DISTRICT, in Fiscal Year 2006-07, to be used to pay for the costs associated with the preparation of the design of the project for the Strathern Pit, as described in Section (1), paragraph b., above.
- c. To fund Four Hundred Thousand and 00/100 Dollars (\$400,000.00) to DISTRICT in Fiscal Year 2006-07 to be used to pay for the costs associated with the development of MASTER PLAN as described in Section (1), paragraph c., above.
- d. To conduct an in-depth concept study with alternatives and a preferred alternative, based on the project concept described in the Sun Valley Watershed Management Plan, to develop a series of infiltration basins to capture, treat, and recharge storm runoff on a LADWP powerline easement located in the lower portion of the Sun Valley Watershed. The estimated cost of this study is Four Hundred Thousand and 00/100 Dollars (\$400,000.00) of which DISTRICT and LADWP have each agreed to fund Two Hundred Thousand and 00/100 Dollars (\$200,000.00). Three (3) copies of the final study shall be submitted to DISTRICT.
- e. To investigate and evaluate the possible remediation, including cost and schedule and subsequent use of the pit located on LADWP'S Valley Generating Station located in the Sun Valley Watershed to retain and infiltrate stormwater. The estimated cost for this work is One Hundred Thousand and 00/100 Dollars (\$100,000.00) which LADWP will fund. Three (3) copies of the report on the findings shall be submitted to the District.

- f. To prepare and send an invoice(s) to DISTRICT for the monetary funds set forth in Exhibit B and described in Section (1), paragraph d., above.
- g. To deposit funds with DISTRICT, in the amount of the invoice(s) described in Section (1), paragraph e., within sixty (60) days of receipt of said invoice(s) by LADWP.
- h. To indemnify, defend, and hold DISTRICT and its respective officers, employees, and agents harmless from and against any claims, demands, liability, damages, costs and expenses, including, without limitation, involving bodily injury, death or personal injury of any person or property damage of any nature whatsoever, arising out of (i) a breach of LADWP'S obligations under this Agreement, or (ii) any act or omission of LADWP or its officers, agents, employees, contractors, or subcontractors in the performance of any obligation of LADWP under this Agreement.

### (3) IT IS MUTUALLY UNDERSTOOD AND AGREED:

- a. This Agreement shall be effective on the later date it is executed by all parties and will expire by its own operation three (3) years after execution, unless sooner terminated by mutual written agreement by all parties. All work described in Sections (1) and (2) above shall be completed by the expiration of this Agreement.
- b. Each party shall refund to the other party, within sixty (60) days after the expiration of this Agreement or the completion of the individual work items whichever occurs first, the pro rata amount of any contribution described in this Agreement, if for any reason, the design or study for which the funding deposit was made is not completed as called for by this Agreement or completed for less than the estimated cost.
- c. Each party will have the opportunity to participate and provide input to the work performed by the other party including, the development of work plans, Scope of Work, Request for Qualifications, Request for Proposals, and review of draft plans, reports, and studies. Requests for Qualifications and Requests for Proposals issued after the date of execution of this Agreement shall require the written approval by DISTRICT and LADWP prior to bid. In addition, both DISTRICT and LADWP shall jointly evaluate and select any contractor or consultant, that has not been selected prior to the date of execution of this Agreement, utilized to assist with the completion of the work called for by this Agreement.
- d. Each of the parties hereto, pursuant to California Government Code, Sections 895.4 and 895.6, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any

act or omission occurring in the performance of this Agreement to the same extent such liability would be imposed in the absence of California Government Code, Section 895.2. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party of any liability, cost, or expenses that may be imposed upon such other party solely by virtue of said California Government Code, Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.

- e. Each party shall make all reasonable efforts to keep costs within the budgeted amounts and neither party shall be obligated to provide additional funding toward the completion of work called for by this Agreement, unless otherwise mutually agreed to by the parties.
- f. Each party shall maintain a summary of expenditures for projects of which the party is the lead agency, whereas DISTRICT is the lead agency for the Hansen Spreading Grounds Project, Strathern Pit Multiuse Project, and the Tujunga Watershed Groundwater Recharge Master Plan as described in Section (1), paragraphs a., b., and c., of this Agreement, and LADWP is the lead agency for the Power Line Easement Study and the Valley Generating Station Study as described in Section (2), paragraphs d., and e., of this Agreement, and make these summaries available to the other party within thirty (30) days of receiving a notice of request from the other party.
- g. Funding contributions shall be utilized toward costs of services rendered for work called for by this Agreement. These services shall include, but are not limited to, direct project administration and all planning, design, engineering, and environmental documentation work associated with the development of plans, reports, and studies described in this Agreement. Costs of services shall include salary, benefits, indirect/overhead, materials, equipment, services, and any related miscellaneous charges associated with the work called for by this Agreement.
- h. The contract administrator for LADWP shall be Mario Acevedo, an engineer of the Groundwater and Watershed Management Group of the Water Resources Division.

### (4) RIGHT TO AUDIT

Each party and the party's contractors, subcontractors, and suppliers for which the party is the lead agency as described in Section (3), paragraph f., of this Agreement, shall be subject at any time with seven (7) calendar days prior written notice to audits by the other party or the party's agents, collectively defined as Authorized Auditors, relating to all billings and to verify compliance with all contract requirements relative to practices, methods, procedures, and documentation. The Authorized

Auditors shall have access to all records and data relating to the contract and change orders. The audits will be performed using FAR, Part 30 and 31, et seq., generally accepted accounting practices and principles. and any other applicable City, State, and Federal government audit standards. Each party shall maintain and the Authorized Auditors will have the right to examine and audit all books, records, documents, accounting procedures and practices, and other evidence, regardless of form (e.g., machine readable media such as disk, tapes, etc.) or type (e.g., databases, applications software, database management software, utilities, etc.), sufficient to properly reflect all costs claimed to have been incurred or anticipated to be incurred in performing the contract. Any information provided on machine-readable media shall be provided in a format accessible and readable by the Authorized Auditors. The parties shall not, however, be required to furnish the Authorized Auditors with commonly available software. If the party, the party's contractors, subcontractors and/or suppliers are required to submit cost or pricing data in connection with the contract and/or the contract amendments, the Authorized Auditors will have the right to examine all documents necessary to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used. Authorized Auditors will also have the right to reproduce, photocopy, download, and/or transcribe such records. Each party shall make said evidence or to the extent accepted by the Authorized Auditors. photographs, microphotographs, etc. or other authentic reproductions thereof available to the Authorized Auditors at the respective party's offices at all reasonable times and without charge or minimal charge. The party, the party's contractors, subcontractors and/or suppliers, shall keep and preserve all such records for a period of not less than three (3) years from and after Final Payment or, if the contract is terminated in whole or in part, until three (3) years after final contract closeout.

Each party, the party's contractors, subcontractors and/or suppliers, shall account for and be responsible for unallowable costs and mutually agreed unallowable costs. The detail and depth of records required as backup support for proposals, billings, or claims shall be that which adequately establishes and maintains visibility or identified unallowable costs, costs directly associated to unallowable costs, and allowable costs.

The entire contract and all changes are subject to audit. Changes with an absolute value of One Hundred Thousand and 00/100 Dollars (\$100,000.00) or more shall require an audit. The party requesting the audit may waive the right to audit where there was adequate price competition, an established catalog or market prices for commercial items sold in substantial quantities to the public, and/or prices set by law or regulation.

Each party shall maintain and segregate cost and pricing data, books, records, documents, and any other accounting evidence sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred by a contract amendment, including a change order.

For a period of three (3) years from the date of Final Payment under the contract, and prior to the execution of any contract amendment that exceeds an absolute value of One Hundred Thousand and 00/100 Dollars (\$100,000.00), the Authorized Auditors will have the right to examine all books, records, documents and any other applicable data or evidence that relate to the negotiation and/or performance of the contract and/or a contract amendment for the purpose of evaluating the accuracy and completeness of the cost or pricing data submitted by the party being audited. To the extent that the examination reveals inaccurate, incomplete, or noncurrent data, the data shall be considered defective; if the audit indicates the party being audited has been overpaid under a previous payment application, such overpayment, after ten (10) calendar days notice to the party, shall be paid to the auditing party.

The Authorized Auditors may require that the party being audited supply appropriate documentation to support the costs or prices proposed for a contract amendment, including a change order, and will refuse to complete negotiations until satisfactory documentation is submitted. The party's books, records, documents, and any other applicable data or evidence that relates to the negations and/or performance of the contract amendment shall be subject to audit and inspection.

Also subject to audit shall be the party's records, books, documents, and any other applicable data or evidence to those items on a billing that relates to:

- 1. Work performed under the contract and/or a change order;
- 2. Goods not yet incorporated into the work;
- 3. Services or work performed under a contract amendment negotiated on an indefinite quantity basis; and
- 4. Fixed-price change orders to validate the claimed percentage of completion on the payment application.

Notwithstanding the foregoing, if the audit reveals that the overpayment is more than five (5) percent of the billing, the party being audited shall pay all expenses and costs incurred by the Authorized Auditors arising out of or related to the audit.

Each party shall have the right to conduct a closeout audit on every contract relating to the entire contract, including but not limited to, any and all change orders.

### (5) NOTICES

All notices provided under this Agreement must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date either: (1) personally delivered to the address indicated below; or (2) on the third business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. Postal mailbox or at any U.S. Post Office; or (3) on the date of transmission by facsimile to the facsimile number provided below. All notices, demands, or requests shall be addressed to the following:

CITY:

**Director of Water Resources** 

Los Angeles Department of Water and Power

111 North Hope Street, Room 1460

Los Angeles, CA 90012 Facsimile: (213) 367-1131

DISTRICT:

Mr. Donald L. Wolfe

Director

County of Los Angeles

Department of Public Works

P.O. Box 1460

Alhambra, CA 91802-1460

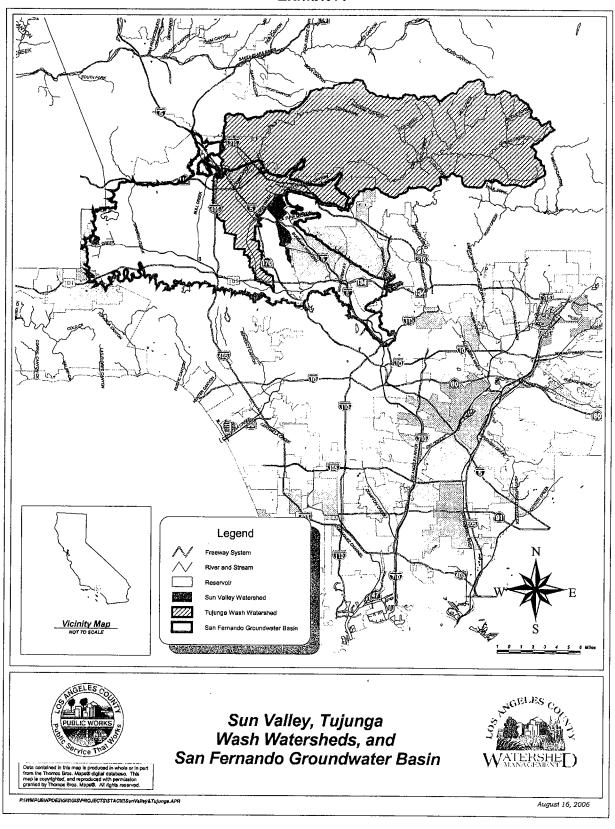
IN WITNESS WHEREOF, each party hereto has caused this AGREEMENT to be executed by its duly authorized officer or official.

	ATTEST:
	LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic
	ByChief Engineer
APPROVED AS TO FORM:	
RAYMOND G. FORTNER, JR. County Counsel	
Ву	
Deputy	

### DEPARTMENT OF WATER AND POWER OF THE CITY OF LOS ANGELES BY BOARD OF WATER AND POWER COMMISSIONERS OF THE CITY OF LOS ANGELES

Date	Ву	
		Ronald F. Deaton, General Manager
	And	
		Secretary

### **Exhibit A**



			Monetan	Monetary Funds <sup>1</sup>	Lead Agency Respons	ibility?
Project Name	Lead Agency	Lead Agency Total Estimated Cost	Deposit to District by LADWP	Deposit to LADWP by District	District	LADWP
Hansen Spreading Grounds Project	District	S   400,000   \$	\$ 200,000		\$ 200,000	
Strathern Pit Multiuse Project	District	2,000,000	9		1,400,000	
Tujunga Watershed Groundwater Recharge Master Plan	District	\$ 800,000	69		\$ 400,000	
Powerline Easement Study	LADWP	\$ 400,000		\$ 200,000		\$ 200,000
Valley Generating Station Study	LADWP	\$ 100,000				\$ 100,000
Total		\$ 3,700,000	1,200,000	\$ 200.000	\$ 2,000,000	\$ 300,000

¹Monetary funds shall be deposited to the Lead Agency in Fiscal Year 2006-07. ²Lead Agency is responsible for budgetingt funds over a 3-year period necessary to complete work described in the Agreement.